

15#5

AO 120 (Rev. 08/10)

<b>TO: Mail Stop 8</b> <b>Director of the U.S. Patent and Trademark Office</b> <b>P.O. Box 1450</b> <b>Alexandria, VA 22313-1450</b>	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION REGARDING A PATENT OR</b> <b>TRADEMARK</b>
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Western District of Texas - San Antonio Division on the following

☒ Trademarks or ☐ Patents. ( ☐ the patent action involves 35 U.S.C. § 292.):

DOCKET NO. SA:12-CV-0805-OG	DATE FILED 8/27/2012	U.S. DISTRICT COURT Western District of Texas - San Antonio Division
PLAINTIFF Youghioghney Communications-IP, LLC		DEFENDANT Read It Later, Inc.
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 See Attached		See Attached Complaint
2 pgs 3-4		
3		
4		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY		
	<input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT
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CLERK William G. Putnicki	(BY) DEPUTY CLERK  Kathy L. Hicks	DATE 8/28/2012
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Copy 1—Upon initiation of action, mail this copy to Director    Copy 3—Upon termination of action, mail this copy to Director  
 Copy 2—Upon filing document adding patent(s), mail this copy to Director    Copy 4—Case file copy

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

Youghioghenny Communications-IP, LLC,  
Plaintiff,

v.

Read It Later, Inc.,  
Defendant

Civil Action No. 5:12-cv-805

06

**COMPLAINT**

Plaintiff, Youghioghenny Communications-IP, LLC ("Youghioghenny"), as its Complaint against Read It Later, LLC ("Read It Later"), alleges as follows:

**I.**

**INTRODUCTION**

1. This is an action to remedy acts of trademark infringement, false designation of origin, unfair competition and cybersquatting under the United States Trademark Act, 15 U.S.C. §§ 1051, *et seq.* and under the laws of the State of Texas.

**II.**

**JURISDICTION AND VENUE**

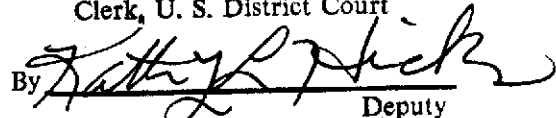
2. Plaintiff's claims for infringement of its federally registered trademarks and for unfair competition arise under the United States Trademark Act, and are within the subject matter jurisdiction of this Court pursuant to 15 U.S.C. § 1121 and 28 U.S.C. § 1331 and 1338(a).

3. This Court has supplemental jurisdiction over the causes of action arising under state law because they are substantially related to those causes of action over which this Court has original jurisdiction, pursuant to 28 U.S.C. § 1367.

4. Venue is proper under 28 U.S.C. § 1391(b) since Read It Later is doing and transacting business within, and has committed the tortious acts complained of herein, in this

A true copy of the original, I certify.

Clerk, U. S. District Court

By  Deputy

judicial district. Personal jurisdiction also is proper since, *inter alia*, Read It Later is doing business in the State of Texas, the offending products that are the subject of this action are distributed and sold in the State of Texas, and Youghioghenny has sustained or will sustain damages in this state.

### **III.** **THE PARTIES**

5. Youghioghenny is a limited liability company organized and existing under the laws of Texas with a principal place of business at 2899 NE Loop 410, Suite 2, San Antonio, Texas 78218. Youghioghenny does business within this judicial district.

6. Upon information and belief, Read It Later, LLC ("Read It Later") is a limited liability company organized under the laws of California with an address and principal place of business at 731 Market St., Suite 410, San Francisco, CA 94103. Read it Later is a citizen of California. Read It Later has sold products using infringing trademarks within the Western District of Texas and is subject to personal jurisdiction, and thus venue, in this judicial district.

### **IV.** **FACTUAL BACKGROUND**

7. Youghioghenny is a leading telecommunications and mobile phone applications provider. Youghioghenny has used trademarks containing a "POCKET" word (all such trademarks and domain names collectively the "POCKET Marks") since at least as early as January 2009. The attached Exhibit A contains an example of the "POCKET" word as it is currently used on the [www.pocket.com](http://www.pocket.com) domain.

8. Youghioghenny continuously has used or has plans to use the POCKET Marks in commerce in connection with its various telecommunications and mobile phone applications businesses.

9. On January 22, 2009, Youghioghenny filed a trademark application at the United States Patent and Trademark Office ("USPTO"), which was granted as Registration No. 3,769,270, for "POCKET and design" as part of the POCKET Marks in connection with "telephones, telephone accessories and equipment, namely, wireless telephones, batteries, chargers, telephone carrying cases, hands-free devices, and carrying clips for wireless telephones sold as a unit in combination with wireless telephones". A copy of the registration certificate is attached hereto as Exhibit B and is incorporated herein by reference as if set forth verbatim.

10. Youghioghenny has used many variations of the POCKET Marks for a variety of goods and services within its industry as well as industries related to telecommunications and mobile phone applications into which Youghioghenny has plans to expand into.

11. Some of these other uses and applications filed for and granted by the USPTO for POCKET Marks are as follows (attached hereto as Exhibits C-R):

POCKET PCS	3,330,359
POCKET COMMUNICATIONS	3,494,536
POCKET COMMUNICATIONS (and design)	3,518,814
POCKET COMMUNICATIONS (and design)	3,520,592
POCKET (design)	3,385,276
POCKET COMMUNICATIONS	3,864,721
POCKET COMMUNICATIONS	3,377,076
POCKET COMMUNICATIONS	3,098,763
POCKET TRAVEL	3,636,226
VALUE POCKET	3,854,207
POCKET SMART WIRELESS	3,634,545

POCKET SMART WIRELESS	3,634,544
POCKET SMART WIRELESS (and design)	3,630,692
POCKET SMART WIRELESS (and design)	3,634,553
THE WORLD IN YOUR POCKET	3,869,215

12. Youghioghenny has spent years developing and promoting the POCKET Marks. Youghioghenny has established extremely valuable goodwill in the POCKET Marks by virtue of its substantial promotional and marketing efforts, the expenditure of considerable sums in advertising and promotional activities, and commercialization of its goods and services under the POCKET Marks.

13. Youghioghenny's use of the POCKET Marks has been temporarily limited during a transition period. Youghioghenny has always intended to resume and expand use of the POCKET Marks and has current plans in place to resume such use.

14. The POCKET Marks have developed a high degree of distinctiveness and are well known and recognized as identifying high quality goods and services which have their origin with or have been authorized by the Youghioghenny.

15. The trade and purchasing public have come to favorably know, recognize, and identify the POCKET Marks as originating with Youghioghenny. The POCKET Marks thus have come to represent the substantial and valuable goodwill and reputation of Youghioghenny in the telecommunications and mobile phone applications industry.

#### V.

#### DEFENDANT'S INFRINGING ACTS

16. Read It Later deliberately set out to exploit and trade upon Youghioghenny's goodwill by using marks confusingly similar to the POCKET Marks without authorization by or license from Youghioghenny. To that end, Read it Later has gone so far as to market in Texas and

on the internet using the "POCKET" word, a direct misappropriation of Youghioghenny's product name. See Exhibit B hereto, which is incorporated herein by reference as if set forth verbatim. Read It Later has marketed and sold its mobile phone application and services using the "POCKET" word including its stylized variation that is accompanied with a pocket symbol. (Compare Plaintiff's marks in Exhibit A and Defendant's similar use in Exhibit B.) Furthermore, Defendant's domain name "www.getpocket.com" is confusingly similar to Plaintiff's "www.pocket.com".

17. Read It Later's use of "POCKET" on its products, services and domain name directly infringes the POCKET Marks because it is confusingly similar to the POCKET marks and directed to similar customers of Youghioghenny. Read It Later markets this product in similar market to similar consumers as Youghioghenny. As a result, Read it Later's actions have led, and are likely to continue to lead, to confusion with Youghioghenny and the POCKET Marks.

18. Read it Later's wrongful conduct has caused and will continue to cause irreparable injury to Youghioghenny valuable trademark and trade name rights, and wrongfully trades on the Youghioghenny's goodwill.

19. Read It Later's goods are related to the goods commercialized and provided in connection with the POCKET Marks or represent a natural zone of expansion for Youghioghenny, and Read It Later's goods would travel in and be promoted through the same channels of trade as Youghioghenny's goods, for commercialization to, and use by, the same class of purchasers.

20. Read It Later is not authorized to use the POCKET Marks and is not an agent, partner, licensee or affiliate of Youghioghenny. Youghioghenny has no relationship to Read it Later other than as a competitor in the marketplace.

**VI.**

**COUNT I: TRADEMARK INFRINGEMENT (15 U.S.C. § 1114)**

21. Youghioghenny incorporates paragraphs 1 through 20 herein by reference as if set forth verbatim.

22. Read It Later's acts constitute trademark infringement under 15 U.S.C. § 1114.

23. Because Read it Later is marketing its products under Youghioghenny's trademarked name, "POCKET," Read It Later is creating and is likely to create confusion in the marketplace as to the source, origin, or sponsorship of Read It Later's products and services. There is a strong likelihood of confusion between Youghioghenny's products marketed under the POCKET Marks and Read It Later's products due to the latter's use of the POCKET Marks in the advertising, promotion and sale of its products and services.

24. Read it Later's acts of trademark infringement have materially injured, and are likely to continue to injure, Youghioghenny's business and property by, among other things, depriving Youghioghenny of sales and customers, injuring its reputation and goodwill, and causing it to sustain monetary damages.

25. Read It Later has engaged in and continues to engage in these activities knowingly and willfully.

**VII.**

**COUNT II: COMMON LAW TRADEMARK INFRINGEMENT**

26. Youghioghenny incorporates paragraphs 1 through 25 herein by reference as if set forth verbatim.

27. This claim is to remedy acts of common law trademark infringement arising under Texas common law.

28. Read It Later's use and infringement of the POCKET Marks in the advertising, promotion and sale of its services and products gives rise to a strong likelihood of confusion between Read It Later's products and those sold by Youghioghenny.

29. Read It Later's actions constitute common law trademark infringement and have materially injured, and are likely to continue to injure, Youghioghenny's business and property by, among other things, depriving Youghioghenny of sales and customers, injuring its reputation and goodwill, and causing it to sustain monetary damages.

30. Read It Later has engaged in and continues to engage in these activities knowingly and willfully.

#### **VIII.**

#### **COUNT III: UNFAIR COMPETITION (15 U.S.C. § 1125(a))**

31. Youghioghenny incorporates paragraphs 1 through 30 herein by reference as if set forth verbatim.

32. This claim is to remedy acts of unfair competition in commerce and arises under 15 U.S.C. § 1125(a).

33. Read It Later's activities as set forth above constitute unfair competition in violation of 15 U.S.C. § 1125(a).

34. There is a strong likelihood of confusion between the POCKET Marks and Read It Later's use of the POCKET Marks in the advertising, promotion and sale of its services and products

35. Read It Later is improperly exploiting the fame and goodwill inherent in the POCKET Marks to find and divert potential customers away from Youghioghenny.

36. Read It Later's acts of unfair competition have materially injured, and are likely to continue to injure, Youghioghenny's business and property by, including but not limited to,



depriving Youghioghenny of sales and customers, injuring its reputation and goodwill, and causing it to sustain monetary damages.

37. Read It Later has engaged in and continues to engage in these activities knowingly and willfully.

## **IX.**

### **COUNT IV: COMMON LAW UNFAIR COMPETITION**

38. Youghioghenny incorporates paragraphs 1 through 37 herein by reference as if set forth verbatim.

39. This claim is to remedy acts of unfair competition under the common law of Texas.

40. The POCKET Marks are valid and enforceable trademarks that are eligible for protection. Youghioghenny is the exclusive owner and senior user of the POCKET Marks.

41. There is a strong likelihood of confusion between the POCKET Marks and Read It Later's use of the POCKET Marks in the advertising, promotion and sale of its products

42. Read It Later is improperly exploiting the reputation and goodwill inherent in the POCKET Marks to attract potential customers and to divert them away from Youghioghenny.

43. Read It Later's activities constitute unfair competition in violation of Texas common law.

44. Defendant's acts of unfair competition have materially injured and are likely to continue to injure Youghioghenny's business by, including but not limited to, depriving Youghioghenny of sales and customers, injuring Youghioghenny's reputation and goodwill, and causing Youghioghenny to sustain monetary damages, loss and injury.

45. Read It Later has engaged in and continues to engage in these activities knowingly and willfully.

**X.**

**COUNT V: FALSE ADVERTISING (15 U.S.C. 1125(A))**

46. Youghiogheny incorporates paragraphs 1 through 45 herein by reference as if set forth verbatim.

47. This claim is to remedy acts of false advertising in commerce and arises under 15 U.S.C. § 1125(a).

48. Read It Later's activities as set forth above constitute false or misleading descriptions of fact, and false or misleading representations of fact in commercial advertising or promotion which misrepresent the true nature, characteristics, and qualities of Read It Later's goods and services.

49. Read It Later's advertisements and statements are false and are likely to mislead the trade and public into believing, *inter alia*, that Defendant's products are authorized by Youghiogheny.

50. Accordingly, Read It Later's activities constitute false advertising in violation of 15 U.S.C. § 1125(a).

51. Read It Later's acts of false advertising have materially injured and continue to injure Youghiogheny's business and property by, among other things, depriving Youghiogheny of sales and customers, injuring its reputation and goodwill, and causing it to sustain monetary damages.

52. Defendant has engaged in and continues to engage in these activities knowingly and willfully.

**XI.**  
**COUNT VI: COMMON LAW FALSE ADVERTISING**  
**AND DECEPTIVE TRADE PRACTICES**

53. Youghioghenny repeats and realleges the allegations of paragraphs 1 through 52 as if set forth at length herein.

54. This claim is to remedy acts of false advertising and deceptive trade practices under the common law of the State of Texas.

55. Read It Later's activities as set forth above constitute false or misleading descriptions or representations of fact in commercial advertising or promotion which misrepresent the nature, characteristics and qualities of Read It Later's goods, as well as Youghioghenny's goods and commercial activities.

56. Read It Later uses Youghioghenny's famous POCKET Marks with the willful intent to trade on Youghioghenny's reputation and thereby to attract consumer attention and not to make a good faith comparison because Defendant's products are not authorized by Youghioghenny.

57. Accordingly, Read It Later's unlawful activities constitute false advertising and deceptive trade practices as proscribed by the common law.

58. Read It Later has engaged in and continues to engage in these activities knowingly and willfully.

59. Read It Later's acts have materially injured and continue to injure Youghioghenny's business and property by, among other things, depriving Youghioghenny of sales and customers, injuring its reputation and goodwill, and causing it to sustain monetary damages.

**XII.**  
**COUNT VII: DECEPTIVE TRADE PRACTICES UNDER**  
**STATE LAW (TEX. BUS. & COM. CODE §17.41 ET SEQ)**

60. Youghioghenny incorporates paragraphs 1 through 59 herein by reference as if set forth verbatim.

61. This claim is to remedy acts of false advertising and deceptive trade practices under the Texas Deceptive Trade Practices--Consumer Protection Act.

62. Read It Later's activities as set forth above constitute false or misleading descriptions of fact, and/or false or misleading representations of fact in commercial advertising or promotion which misrepresent the nature, characteristics and qualities of Read It Later's goods, as well as Youghioghenny's goods and commercial activities.

63. Read It Later uses Youghioghenny's famous POCKET Marks with the intent to trade on Youghioghenny's reputation and thereby to attract consumer attention and not to make a good faith comparison because Defendant's products are not authorized by Youghioghenny.

64. Accordingly, Read It Later's unlawful activities constitute false advertising and deceptive trade practices as proscribed by the common law.

65. Read It Later has engaged in and continues to engage in these activities knowingly and willfully.

66. Read It Later's acts have materially injured and continue to injure Youghioghenny's business and property by, among other things, depriving Youghioghenny of sales and customers, injuring its reputation and goodwill, and causing it to sustain monetary damages.

### **XIII.**

#### **COUNT VIII: TRADEMARK DILUTION (15 U.S.C. § 1125(c); TEX. BUS. & COM. CODE § 16.29)**

67. Youghioghenny incorporates paragraphs 1 through 66 herein by reference as if set forth verbatim.

68. This cause of action arises under Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), and Texas Bus. & Com. Code § 16.29.

69. Read It Later's use of the POCKET Marks has caused, and will continue to cause, dilution of the distinctive quality of the POCKET Marks as a unique source identifier for Youghioghenny in the minds of consumers and will tarnish the POCKET Marks.

70. Read It Later has engaged and continues to engage in this activity knowingly and willfully, so as to justify the assessment of treble damages against her, in an amount to be determined at the time of trial.

71. Read It Later has willfully traded on Youghioghenny's reputation and willfully diluted Youghioghenny famous Youghioghenny Marks in violation of 15 U.S.C. § 1125(c), and Youghioghenny is therefore entitled to the remedies set forth in 15 U.S.C. § 1117(a).

72. Read It Later has engaged in and continues to engage in these activities knowingly and willfully.

#### **XIV.**

#### **COUNT IX: CYBERSQUATTING (15 U.S.C. § 1125(D))**

73. Youghioghenny incorporates paragraphs 1 through 72 herein by reference as if set forth verbatim.

74. Upon information and belief, Read It Later had a bad faith intent to profit from the registration and use of the Internet domain name "getpocket.com" by creating an association with Plaintiff's POCKET Marks as to source or sponsorship.

75. The second-level domain name portion of the "getpocket.com" internet domain name is confusingly similar to Plaintiff's "pocket.com" domain names and the POCKET Marks.

76. Defendants' aforesaid acts are in violation of the Anticybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d).

**XIV.**  
**REQUEST FOR INJUNCTIVE RELIEF**

77. Youghioghenny incorporates paragraphs 1 through 75 herein by reference as if set forth verbatim.

78. As a proximate result of Read It Later's acts as alleged herein, Youghioghenny has suffered and will continue to suffer damage to its business, goodwill, reputation, and profits while Read It Later wrongly profits at Youghioghenny's expense. Youghioghenny will continue to suffer such irreparable harm if Read It Later's misconduct is permitted to continue.

79. Youghioghenny has no adequate remedy at law for this unfair competition and false advertising because the damage to its goodwill and reputation, and its loss of business and profits, will be such that they cannot adequately be measured in damages.

80. Read It Later accordingly should be preliminarily and permanently enjoined from engaging in the conduct described above.

**XV.**  
**PRAYER FOR RELIEF**

For the reasons stated, Plaintiff requests the following relief:

- A. Preliminary and permanent injunctions restraining Read It Later, and its officers, directors, principals, agents, servants, employees, successors and assigns, and all individuals acting in concert or participation with any of the foregoing, from infringing Plaintiff's trademark rights and unfairly competing with Plaintiff;
- B. An order that Read It Later file with the Court and serve on counsel for Plaintiff, within thirty days after entry of any injunction issued by the Court in this action, a sworn statement as provided in 15 U.S.C. §1116 setting forth in detail the manner and form in which Read It Later has complied with the injunction;
- C. An order that Read It Later deliver to Plaintiff for destruction or other disposition, within thirty days of the entry of final judgment herein, any and all infringing

promotional, marketing, advertising, and promotional materials used in connection therewith, now or hereafter in its possession, custody, or control;

- D. Judgment ordering Read It Later to account to Plaintiff for any and all profits derived by Read It Later from the sale of goods or services bearing the infringing trademark;
- E. A monetary judgment against Read It Later for Plaintiff's damages and Read It Later's profits, pursuant to 15 U.S.C. §1117;
- F. Judgment for three times the amount of such award on account of Read It Later's willful, intentional, and bad faith conduct, pursuant to 15 U.S.C. §1117;
- G. Judgment for Plaintiff's reasonable attorneys' fees, costs and disbursements incurred herein in view of Read It Later's intentional and willful infringement, pursuant to 15 U.S.C. §1117;
- H. An order that Read It Later cause the transfer of any domain names owned or controlled by Read It later be transferred to Youghiogheny; and
- I. Any other and further relief as the Court may deem just and proper.

#### **JURY TRIAL DEMAND**

Plaintiff hereby demands a trial by jury pursuant to Fed. R. Civ. P. 38 as to all issues herein so triable.

Respectfully submitted,

/s/ Daniel A. Rogers

Daniel A. Rogers

State Bar No. 24046746

ROSENTHAL PAUERSTEIN

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**ATTORNEYS FOR PLAINTIFF  
YOUGHIOGHENY COMMUNICATIONS-IP, LLC**

# CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<b>I. (a) PLAINTIFFS</b> Youghiogheny Communications-IP, LLC	<b>DEFENDANTS</b> Read It Later, Inc.,
<b>(b)</b> County of Residence of First Listed Plaintiff <u>Bexar</u> (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY)  NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.
<b>(c)</b> Attorney's (Firm Name, Address, and Telephone Number) ROSENTHAL PAUERSTEIN SANDOLSKI AGATHER LLP 755 E. Mulberry, Suite 200, San Antonio, Texas 78212 (210) 225-5000	Attorneys (If Known) _____

<b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> 1 U.S. Government Plaintiff                         </div> <div> <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)                         </div> </div> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> 2 U.S. Government Defendant                         </div> <div> <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)                         </div> </div>	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant) <table style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only)					
<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury  <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act  <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 IIIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

**V. ORIGIN** (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment
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**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. § 1114, 15 U.S.C. § 1125(a), 15 U.S.C. § 1125(c) § 1125(d)

Brief description of cause:  
Trademark infringement unfair competition, false advertising and deceptive trade practices, cybersquatting

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ \_\_\_\_\_

CHECK YES only if demanded in complaint:  
 JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY** (See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 08/27/2012 SIGNATURE OF ATTORNEY OF RECORD /Daniel A. Rogers/

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_